

# **The Town of Weston, Connecticut**

## **High School GYM H&V Upgrade**

### **Bid Specifications**

**Prepared for:**

**The Town of  
Weston Connecticut**

**Prepared by:**



**Goldman Copeland Associates, P.C.  
229 West 36<sup>th</sup> Street, 7<sup>th</sup> Floor  
New York, NY 10018**

**212.868.4660 Tel  
212.868.4680 Fax**

**GCA Project No. 20279**

**May 15, 2021**

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## SECTION 10000A – INTRODUCTION TO BIDDERS

The Scope of Work is as follows:

- A. Removal of existing H&V units.
- B. Installation of new H&V units, exhaust fans, ductwork, louvers, and dampers.
- C. Survey existing conditions to facilitate rigging the new H&V units.
- D. Installation of new controls and electrical connections.
- E. Rigging units to the roof in two or three pieces and use existing and new louver opening to get the units into the MERs.
- F. All Bids to be submitted by 6-14-21 at 12pm. See section 10000B for instructions.
- G. The job must be completed by August 20, 2021.

The Town of Weston is an Equal Opportunity Employer / Affirmative Action Employer.

The Town of Weston reserves the right to reject or accept any or all Bids and to waive any informalities, omissions, excess verbiage or technical defects in the bidding if, in the opinion of The Town of Weston it would be in the best interest to do so.

**\*\*END OF SECTION\*\***

## SECTION 10000B - INSTRUCTIONS TO BIDDERS

### 1. ENGINEER

- A. The word "Engineer" as used throughout the Contract Documents shall be taken to mean Engineer and shall designate the firm of GOLDMAN COPELAND ASSOCIATES, P.C.

### 2. PROPOSAL

- A. Submit a Stipulated Sum proposal for furnishing labor and materials required for the H&V Units upgrade, including all associated electrical, mechanical, and general construction work.

### 3. PROPOSAL FORMS

- A. Submit proposal on letterhead stationery of the bidder, prepared in the form given.
- B. Signatures must be full title in longhand, executed by principal authorized to make contracts. Complete form without interlineation, alterations or erasure.
- C. The Contractor shall notify the Owner if he does not wish to bid and immediately return the contract documents.
- D. Contractor should tape and seal bid envelopes and clearly mark on both sides of envelope, **DO NOT OPEN**.

### 4. QUESTIONS

Any questions regarding the bid shall be addressed to Liad Itzhaky at Goldman Copeland (212-868-4660).

### 5. DISCREPANCIES

Should it be found during examination of the Contract Drawings and Specifications or after visit to site, any discrepancies, omissions, ambiguities or conflicts in or among Contract Documents or doubt as to their meaning, bring the question to the Engineer's attention before proposal is submitted. The Engineer will review question and, where information sought is not clearly indicated or specified, will issue a clarifying bulletin which shall become part of the Contract.

### 6. CONTRACT DOCUMENTS

Proposals are to be based on the contract documents as attached.

7. PROPOSAL FORM

A. (To be typed on Bidder's Letterhead)

Dated:-----

Owner's Name and Address

List Drawings with latest revisions and Addenda Received and indicate the number of pages in each specification Section.

Gentlemen:

We, the undersigned, having visited the site of the proposed work and having acquainted ourselves with the existing conditions, and with the contract Documents and Specifications, dated \_\_\_\_\_, as prepared by Goldman Copeland Associates, P.C., and with all Bulletins listed below amending said Contract Documents, hereby propose to provide all labor, materials, tools, equipment, bonds and insurance, to pay applicable taxes and to undertake all obligations required by the contract Documents for the sum of:

Base Bid-----Dollars (       )

1) Alternate price for all stainless steel cooling tower:

\_\_\_\_\_ Dollars (       )

2) Alternate price for Baltibond coated cooling tower:

\_\_\_\_\_ Dollars (       )

8. BULLETINS

A. We acknowledge the receipt of the following Addenda, Bulletins, and/or Revised Drawings:

(List by number and date)

\* (Bidders Name)

By: (Signature of Principal)

If a corporation, give name of State in which incorporated using the phrase "A corporation organized under the laws of \_\_\_\_\_."  
"

If a partnership, give names of partners, using also the phrase "Co-partners trading and doing business under the firm name and style of \_\_\_\_\_."

If an individual using a trade name, using also the phrase "an individual doing business under the trade name and style of \_\_\_\_\_."  
\_\_\_\_\_."

9. LABOR AND MATERIAL RATES

- A. Contractor shall furnish a complete list of hourly overtime labor rates, including all fringe benefits, travel, and maintenance allowances, if any.
- B. Rates shall be provided for all trades and skills, and shall include special rates for nights, holidays, Saturdays, and Sundays.
- C. The Owner reserves the right to request the contractor to perform certain aspects of the installation on an overtime basis. The rates listed in the Contractor's proposal, as noted above at the Owner's option shall form the basis for payment of such work.

10. EXCEPTIONS

It is a mandatory condition that bidders furnish a proposal as per plans and specification. Exceptions to plans and specifications shall be separately and specifically listed and attached to each Bidder's proposal. Where no exceptions are taken, the Bidder shall so state in his proposal.

11. OWNER'S PREROGATIVE

The Owner reserves the right to reject all bids for any reason whatsoever.

12. STARTING AND COMPLETION OF WORK

- A. The undersigned agrees to commence work within 10 days after the Contract is awarded.
- B. The undersigned agrees to substantially complete the work by August 20<sup>th</sup> 2021.

13. SITE VISITS

- A. For access to survey the building contact Jonathan Luiz Weston Town Administrator at 203-231-9078.

\*\*\*END OF SECTION\*\*

SECTION 10010 - GENERAL CONDITIONS

"The General Conditions of the Contract for the Construction of Buildings - Standard Form of the American Institute of Architects" document A201 (current edition), shall be considered part of the Contract Documents.

**\*\*END OF SECTION\*\***

## SECTION 10020 - SUPPLEMENTARY GENERAL CONDITIONS

### 1. CONTRACT DOCUMENTS

Contract documents shall consist of the Agreement, A.I.A. General Conditions, the Supplementary General Conditions, General Requirements, Special Requirements, and the specifications, including latest revision. These documents are complementary and what is called for on one shall be binding as if called for by all.

### 2. EXECUTION, CORRELATION, AND INTENT OF DOCUMENTS

A. If during the course of the work any conflict is found herein the following order of precedence will hold:

1) Addenda and Bulletins

2) Specifications

3) Drawings

Schedules over other data.

Notes over other data except Schedules.

4) Standard Details

B. In cases of ambiguity, the Engineer shall be the sole judge as to what is correct to provide the most substantial and complete performance of the work.

C. Examination of Site. In signing the contract for the work required by the contract Documents, the Contractor acknowledges that he has fully acquainted himself with all provisions and requirements of the Contract Documents, that he has visited and inspected the job site and building area in which the work is to be performed, that he has satisfied himself as to the nature and location of the work, the equipment and facilities needed preliminary to and during the performance of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the Contractor to acquaint himself with all available information concerning these conditions will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.

### 3. MATERIAL, APPLIANCES, EMPLOYEES

A. All materials delivered to the job shall be new and as specified.

B. The workmanship and materials of all items shall, at all time, be subject to the inspection, direction, and supervision of the Owner, who may reject all workmanship and materials which do not conform with the intent of the Drawings and Specifications. All such condemned work or materials shall be removed forthwith and immediately replaced with proper and acceptable work and materials.



Failure to exercise such power, however, shall not be construed or held by the Contractor as an admission on the part of the Engineer that the work, or any part thereof, has been faithfully performed in case the fact shall be otherwise.

- C. In the event that any substitution is approved, permitting use of material, article, process or method which is less costly than that specified, the Contractor shall allow full credit to the Owner for the difference in cost.
- D. Any additional costs resulting from the use of approved substitutions selected or requested by the Contractor shall be borne by the Contractor, without additional expense to the Owner.
- E. Employees whose work is unsatisfactory to the Owner, Engineer or are considered by the Owner to be unskilled or otherwise objectionable, shall be instantly dismissed from the work upon notice from the Owner.
- F. Temporary Light and Power:
  - 1) The cost of the power shall be borne by the Owner.
  - 2) The Contractor shall connect to the permanent services in the building for temporary power. The Contractor shall be responsible for any damages caused by reason of overloads, defective or broken wiring, connections, or other appurtenances installed by him.
- G. Temporary Water:

The Contractor shall connect to the permanent services in the building for temporary water. The Contractor shall be responsible for any damages caused by reason of leaky, defective or broken piping, connections, or other appurtenances installed by him.
- H. Temporary Offices: At a readily accessible area, directed by the Owner, the Contractor shall provide and maintain a field office.
- I. Permission for Temporary Hook-Up of Services: Contractor must clear and obtain written authorization for all temporary hook-ups from Owner prior to connection.

#### 4. LABOR AND MATERIAL

This contract includes the supplying of competent union labor, materials, services and equipment necessary to complete the work as described in these specifications and included in such instruction as may be necessary.

#### 5. SUPERVISION

- A. The Contractor's full time superintendent or foreman shall be capable of making field decisions and must be on the premises at all times during working hours.

6. WORK SEQUENCE

The Owner reserves the right to designate and/or modify the sequence in which work is to be done.

7. WORK HOURS, HOLIDAYS

All work including demolition is to be carried on during normal workday hours from Monday to Friday inclusive, unless otherwise approved by the engineer. Contractor shall include all required overtime work in his bid where required for connection to existing active services or indicated on the Contract Documents.

8. PAYROLL TAXES

The Contractor shall accept exclusive liability for the payment of social security and unemployment taxes and contributions applicable to the wages and salaries of the Contractor's employees performing work under this contract.

9. LICENSES, PERMITS, REGULATIONS

- A. The Contractor shall give all notices required by and comply with all Federal, State and Local Laws, ordinances, rules and regulations relating to the work.
- B. All work and materials shall be in full accordance with the rules of the National Board of Fire Underwriters, New York City Electrical Code, Department of Air Resources and all applicable local codes, laws and ordinances. The Contractor shall procure permits and final certificates and all other certificates for work installed by him.
- C. The Contractor shall obtain certificates of inspection, approval and dismissal from departments having jurisdiction, pay all fees and deliver certificates to the Owner.
- D. The Contractor shall familiarize himself with the Building Code (City of New York) and all Boards or Departments having jurisdiction, and notify the Engineer, if in his opinion, work or material specified is not permitted. A substitute approved by the Authorities and the Engineer shall be furnished and installed without extra cost to the Owner.

10. STORAGE

The Owner will provide adequate storage areas for the Contractor's material but will assume no responsibility for damage or loss from fire, theft or weather related causes or any other cause. The Contractor shall receive and store all material for advance delivery whether or not required by his work. Contractor must secure material and equipment so it can be stored without damage.

11. INSPECTIONS

The Owner reserves the right to inspect the Contractor's work at any time.

12. SUBCONTRACTORS

The Contractor shall furnish the names of all Subcontractors to the Owner for approval.

13. PROTECTION OF WORK AND PROPERTY

The Contractor shall maintain adequate protection of all his work from damage and shall protect the Owner's property from damage or loss arising in connection with this contract, and shall correct any damage to the Owner's property resulting from the work.

14. SAFETY REQUIREMENTS

The Contractor shall take necessary precautions for safety of employees and pedestrians, and shall comply with all applicable provisions of Federal, State and City safety laws and building codes as well to prevent accidents to persons on, about or adjacent to the premises where the work is being performed.

15. HOLD HARMLESS

To the maximum extent permitted by law, contractor hereby agrees to indemnify and hold harmless, the Owner and Goldman Copeland Associates, P.C. ("GCA"), its officers, agents and employees, from any and all claims, judgments, damages, costs, expenses to which the Owner and GCA may be subjected, or which the Owner and GCA may suffer or incur by reason of any loss, property damage, bodily injury, wrongful death, etc., which was caused, in whole or in part, by any act, error, omission, or failure of contractor or anyone employed by contractor, in the performance of its work, or from the failure to comply with any of the provisions of its contract, or the law.

In the event the Owner or GCA is a party to any action arising in whole or in part out of contractor's services hereunder, contractor agrees to indemnify the Owner and GCA for all costs incurred in defending such action, including but not limited to, the Owner's and GCA's attorney's fees, defense cost and time of the Owner's and GCA's personnel in assisting in the defense of such action.

16. INSURANCE

Prior to awarding of any contract, the Contractor shall provide the required insurance certificates, made out to the Owner as per the sample attached.

17. GUARANTEE

The Contractor shall guarantee in writing that all work installed by him shall be free from any and all defects in workmanship and materials and all apparatus will develop the capabilities and characteristics as indicated on the drawings and/or in the Specifications,

and that if, during a period of one (1) year from the date of final payment and acceptance of the completed work by the Owner, any such defects in workmanship, materials or performance appear, he will remedy them without any cost to the Owner.

18. FINANCIAL STATEMENT

The successful bidder shall submit a financial statement of their company, certified by a firm of certified public accountants.

19. TERMINATION OF CONTRACT

The Owner reserves the right to terminate the contract after seven days written notice in the event that the Contractor shall be adjudged a bankrupt, or if he should make a general assignment of the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled trade persons or proper materials, or if he should fail to make prompt payment for material or labor or persistently disregard laws, ordinances or the instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the contract.

The name of the Owner or Goldman Copeland Associates, P.C. shall not be mentioned in advertising by the Contractor without prior written approval.

20. PROGRESS PAYMENTS

Each month the Contractor shall forward to the Owner, for its approval, a written statement showing the amount due or to become due to and including the last day of that calendar month. The Contractor shall attach to each such application for payment, an acknowledgment of payment to the date of the last advance, as well as a statement of any back charges and credits to which the Owner is entitled, a sworn statement of any claim for charges or extras due to the Contractor, such claim not to be valid unless made at the time and in the manner aforesaid, a sworn statement setting forth all amounts, if any, owed by Contractor to its Subcontractors and suppliers, and a Schedule of Values showing the percentages of the various divisions of work completed, including values for materials and labor. All requisitions shall be made on and in compliance with Owner's standard form of Contractor's requisitions and shall be subject to the terms thereof, including the submission of sworn statements from Contractor's Subcontractors and vendors. The Owner will remit each month to the Contractor 90% of the amount so requisitioned by the Contractor and so approved by the Engineer. In addition to the said retainage of 10%, the Owner will also retain a sum sufficient, in its opinion, to complete the work in accordance with the terms of this contract. Moreover, in each instance or requisition prior to completion, the Contractor shall certify to the Owner that the cost of the work remaining to be done under this contract does not exceed 90% of the balance of the contract price unpaid. In no event will the Owner be required to pay in excess of 90% of the contract price prior to the completion of all the work the Contractor is obligated to perform under this contract.

At the completion date of all work the Owner will retain the following amounts of the contract price during the system operation under adequate loading:

<u>Calendar Days after Final Acceptance &amp; Completion Date</u>	<u>Percentage of Contract Price Retained</u>
0 - 30	5
31 - 60	3
61 - 120	1
121	0

21. FINAL INSPECTION

When the work is substantially completed the Contractor shall notify the Engineer, in writing, that on a definite date which shall be stated in such notice, the work will be substantially completed. The notice shall be given at least ten (10) days in advance of said date and shall be forwarded through the Engineer who will attach his endorsement as to whether or not he concurs in the Contractor's statement that the work will be ready for final inspection or test on the date given, but such endorsement shall not relieve the Contractor of his responsibility in the matter.

22. TIME AND MANNER

- A. Before any work is started, the Contractor shall fill out a tentative construction schedule. Such schedule shall indicate the anticipated work sequence with the starting and completion date of each phase clearly indicated thereon. Schedule shall be submitted in triplicate to the Engineer for approval. Contractor shall proceed within 5 days after approval to proceed is given.
- B. It is the intention of these documents to provide for the minimum of disturbance of employees or operation of the Owner during the testing phase. All scheduling and actual work shall be directed to this end.
- C. It is the intention of these documents that the work included be completed as indicated. Contractor shall schedule his work and perform his duties in such a manner that all essential work is completed and tested by this date. The term "essential" applies to any item of labor or materials that is required for the proper functioning of the systems.
- D. After contract is awarded, but prior to commencement of work, the Contractor shall arrange for a meeting with the Owner of the building for the purpose of getting acquainted with any building procedures and regulations applicable to the performance of this work.

23. SPECIFICATION SECTIONS

- A. The division of the Specification into Sections is made for the convenience of reference and is not intended to control the Contractor in dividing the work among Subcontractors or to limit the scope of work performed by any one under a given Section.
- B. Any work included by reference made in any Section to another Section of the Specifications shall be included as work under the Contract, whether or not it is called for under the Section referred to.

24. DISCONNECTION OF SERVICES AND EQUIPMENT

The Contractor shall consult with the Owner and Engineer before disconnecting any existing utility or service and before dismantling or removal of the existing equipment so as not to interrupt facilities needed by the building. Any instructions given by the Owner and/or Engineer shall be strictly followed.

25. RECORD DRAWINGS

- A. During the course of the work, the Contractor shall maintain on the site a special set of Drawings and Specifications. These documents shall be marked up as the work progresses, showing all changes and deviations to the work from the original Contract Documents.
- B. At the completion of the work, these changes shall be incorporated in a neat and legible manner of a final set of record drawings showing the work as built. For this purpose, the Contractor may obtain, at cost, drawings from the Engineer.
- C. The marked-up shop drawings, prints, and specifications shall be available for inspection by the Engineer during the course of the work, and , together with the final record, drawings shall become the property of the Owner.

26. ACCIDENTS

- A. The Contractor shall make arrangements for immediate treatment of any employees who are injured or become ill on the job.
- B. The Contractor shall immediately furnish the Engineer with full data relative to any and all accidents.

27. ACCESSIBILITY

Install work in a manner to make all parts readily accessible for operation, maintenance, and repair. Minor deviations from the requirement of the drawings may be made to accomplish ready accessibility, but do not make changes of magnitude or those which involve extra cost without prior written approval of Engineer.

28. MAINTENANCE OF SYSTEMS PRIOR TO FINAL ACCEPTANCE

- A. The Contractor shall be responsible for the maintenance of all systems and shall take such measures as necessary to insure adequate protection of all materials during delivery, storage, installation, and shutdown conditions. This responsibility shall include all provisions required to meet the conditions incidental to the delays pending final testing of systems and equipment under seasonal conditions.
- B. After installation of systems has been completed, this Contractor shall operate the system for a period of time acceptable to the Engineer and in the presence of the Owner's Representative to determine that the systems conform to the requirements of the drawings and specifications.
- C. If, after installation, operation of the systems proves to be unsatisfactory to the owner by reason of defects, errors or omissions, Owner reserves the right to operate the systems until the problems are resolved by Contractor.

29. USE AND OWNERSHIP OF REMOVED MATERIAL

- A. Present material, equipment pipe hangers and supports may not be re-used, unless specifically indicated. All materials and equipment shall be new and as specified.
- B. All piping and appurtenances indicated to be removed shall be disconnected and removed from premises.

30. FIELD INSPECTIONS

Failure on the part of the Engineer or any authorized agents to detect inferior work and condemn the same shall not be construed to imply an acceptance of such work, nor shall it be construed as barring the Owner, at a subsequent time, from the recovery of such sum of money from the Contractor as may be needed to reconstruct or build anew all portions of the work in which improper work was executed.

31. INSTALLATION MANUAL

- A. The Contractors shall furnish and submit to the Engineer in triplicate installation manuals containing the following materials:
  - 1) Chart of numbers, location and function of each valve.
  - 2) Maintenance instructions.
  - 3) All balance test reports.
  - 4) As-built drawings (corrected reproducibles of contract drawings).

- B. The Contractor shall furnish all of the foregoing to the Engineer for his review as to the fulfillment of the specified requirements. Items 1), 3) and 4) shall be available at the final inspection, and all other items at least four weeks prior to the Substantial Completion Date which will determine the time of final inspection and start of the Owner's Instruction Period. Length of such period must be acceptable to the Owner.

32. SHOP AND ERECTION DRAWINGS

- A. The Contractor shall submit all shop and erection drawings as required under the General Conditions. Six (6) copies of each shop drawing shall be submitted to the Engineer for approval; four will be returned to the Contractor.
- B. Shop drawings shall consist of manufacturer's scale drawings, cuts or catalogs, including descriptive literature and characteristics of equipment showing major dimensions, principal component parts, and the relations thereof.

33. AS-BUILTS

The Contractor shall, upon completion of his work, submit to the Engineer one set of as-built drawings.

34. SHUTDOWNS

When installation of partial or complete system requires shutdown of an operating system, the connection of the partial system shall be performed only after seven (7) days prior notification of the estimated shutdown period has been given and approved by the Owner in writing.

35. WORKMANSHIP AND PROTECTION OF EQUIPMENT

- A. Install all work so as to be readily accessible for operation, maintenance and repair.
- B. All methods of construction and details of workmanship, where not specifically described in this specification or shown on the plans, shall in all ways be satisfactory to the Engineer and subject to his approval.
- C. Protect all apparatus from dirt and damage during testing, and thoroughly clean and adjust before placing in operation. Restore finished surfaces, if damaged, and deliver the entire installation in a condition approved by the Engineer.
- D. Deliver material and store at the site properly packed and crated. Material shall remain packed and crated until finally erected and installed.
- E. Prevent damage by water, paint, plaster, moisture, acids, fumes, dust or physical damage to uninstalled and installed materials. Replace all damaged material at no additional cost to the Owner.



36. RUBBISH REMOVAL

- A. This Contractor shall, at the conclusion of each day's work, clean up and stockpile on the site, at location designated by the Owner, all rubbish, debris and trash which may have accumulated during the day as a result of work in this Contract and of his presence on the job. This Contractor will be responsible to remove stockpiled rubbish.
- B. Sidewalks and streets adjoining the property shall be kept broom clean and free of debris, rubbish, trash and obstructions of any kind caused by work of this Contract, which will affect the condition and safety of streets, walks, utilities and property.

37. PAINTING

- A. Deliver paint to job in manufacturer's original sealed containers. Paint best grade for its purposes and applied in accordance with manufacturer's instructions.
- B. Surfaces requiring prime painting shall be cleaned thoroughly of all rust, loose scale, oil, grease and dirt. Wire brushes and solution shall be used for this purpose.
- C. No painting shall be done on damp or frosty surfaces or in wet, foggy or freezing weather.
- D. Paint shall be evenly spread and well brushed out so that no drops, runs or sagging will be present.
- E. Before any iron work is painted, all voids, open or hollow places and irregularities shall be filled with a suitable mastic.
- F. Shop-coated surfaces shall be cleaned thoroughly and retouched where necessary.
- G. Care shall be taken not to paint controls, label plates and non-ferrous uninsulated piping.
- H. Field spray painting shall not be permitted.
- I. All concealed and exposed structural steel, equipment and supports shall be painted with one coat of primer and oil, and two finishing coats of rustoleum.
- J. All galvanized surfaces shall be given one coat of zinc dust primer plus two coats of rustoleum.
- K. Insulated or uninsulated piping shall have pipe markers identifying contents and direction of flow in mechanical equipment spaces and all exposed locations.

38. CUTTING AND PATCHING

All cutting and patching in connection with this work shall be performed by this Contractor.  
All surfaces shall be restored to new condition.

39. EQUIPMENT APPROVALS

- A. Materials or products specified by name of manufacturer, brand or trade name, or catalog reference shall be the basis of the bid.
- B. It is mandatory that, before any shop drawings are submitted, the Contractor shall submit a list of the manufacturers he intends using with the necessary equipment identification therein.

**\*\*END OF SECTION\*\***